

LEWIS BRISBOIS BISGAARD & SMITH LLP

TONY M. SAIN, SB# 251626

E-Mail: Tony.Sain@lewisbrisbois.com

ABIGAIL J. R. McLAUGHLIN, SB# 313208

E-Mail: Abigail.McLaughlin@lewisbrisbois.com

LILIT ARABYAN, SB# 311431

E-Mail: Lilit.Arabyan@lewisbrisbois.com

633 West 5th Street, Suite 4000

Los Angeles, California 90071

Telephone: 213.250.1800

Facsimile: 213.250.7900

Attorneys for Defendants,
COUNTY OF RIVERSIDE, SHERIFF
CHAD BIANCO, SERGEANT ASHLEY
RODRIGUEZ, DEPUTY JONATHAN
McKEITHEN, CODY BRAND, JAMES
PARKS, and LAURA VALDEZ

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

JONAS HEMMER, individually and as
successor in interest to JOHN L.
HEMMER, deceased; JH, by and
through her guardian ad litem Julie
Hemmer; LINDA HEMMER and
DENNIS HEMMER, individually,

Plaintiffs,

vs.

COUNTY OF RIVERSIDE, Sheriff
CHAD BIANCO, Correctional Sergeant
ASHLEY RODRIGUEZ,
JOHNATHAN McKEITHEN, CODY
BRAND, JAMES PARKS and LAURA
VALDEZ; and DOES 1-10,

Defendants.

Case No. 5:22-cv-01247 SSS (SPx)
[Hon. Sunshine S. Sykes, Dist. Judge;
Hon. Sheri Pym, M. Judge]

**PROTECTIVE ORDER RE
CONFIDENTIAL DOCUMENTS**

TSC: April 12, 2024

Trial Date: October 20, 2025

///

///

1 PURSUANT TO THE STIPULATION OF THE PARTIES, and pursuant to
2 the Court's inherent and statutory authority, including but not limited to the Court's
3 authority under the applicable Federal Rules of Civil Procedure and the United States
4 District Court, Central District of California Local Rules; after due consideration of
5 all of the relevant pleadings, papers, and records in this action; and upon such other
6 evidence or argument as was presented to the Court; Good Cause appearing therefor,
7 and in furtherance of the interests of justice,

8 IT IS HEREBY ORDERED that:

9 1. A. PURPOSES AND LIMITATIONS

10 Discovery in this action is likely to involve production of material alleged to
11 be confidential, proprietary, or private, for which special protection from public
12 disclosure and from use for any purpose other than prosecuting this litigation would
13 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
14 enter the following Stipulated Protective Order. The parties acknowledge that this
15 Order does not confer blanket protections on all disclosures or responses to discovery
16 and that the protection it affords from public disclosure and use extends only to the
17 limited information or items that are entitled to a confidential treatment under the
18 applicable legal principles. The parties further acknowledge, as set forth in Section
19 12.3, below, that this Stipulated Protective Order does not entitle them to file
20 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
21 that must be followed and the standards that will be applied when a party seeks
22 permission from the court to file material under seal.

23 B. GOOD CAUSE STATEMENT

24 Defendants contend that there is good cause and a particularized need for a
25 protective order to preserve the interests of confidentiality and privacy in peace officer
26 personnel file records and associated investigative or confidential records for the
27 following reasons.

1 First, Defendants contend that peace officers have a federal privilege of privacy
 2 in their personnel file records: a reasonable expectation of privacy therein that is
 3 underscored, specified, and arguably heightened by the *Pitchess* protective procedure
 4 of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034
 5 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-
 6 13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to privilege based
 7 discovery disputes involving federal claims,” the “state privilege law which is
 8 consistent with its federal equivalent significantly assists in applying [federal]
 9 privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D. 603, 613
 10 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based “privacy rights
 11 [that] are not inconsequential” in their police personnel records); *cf.* Cal. Penal Code
 12 §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants further contend that
 13 uncontrolled disclosure of such personnel file information can **threaten the safety of**
 14 **non-party witnesses, officers, and their families/associates.**

15 Second, Defendants contend that municipalities and law enforcement agencies
 16 have federal deliberative-executive process privilege, federal official information
 17 privilege, federal law enforcement privilege, and federal attorney-client privilege
 18 (and/or attorney work product protection) interests in the personnel files of their peace
 19 officers – particularly as to those portions of peace officer personnel files that contain
 20 critical self-analysis, internal deliberation/decision-making or evaluation/analysis, or
 21 communications for the purposes of obtaining or rendering legal advice or analysis –
 22 potentially including but not limited to evaluative/analytical portions of Internal
 23 Affairs type records or reports, evaluative/analytical portions of supervisory records
 24 or reports, and/or reports prepared at the direction of counsel, or for the purpose of
 25 obtaining or rendering legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa*
 26 *Audubon Soc’y v. United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir.
 27 1997); *Soto*, 162 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654,
 28 668-671 (N.D. Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998);

1 *Hamstreet v. Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co.*
 2 *v. United States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants
 3 further contend that such personnel file records are restricted from disclosure by the
 4 public entity's custodian of records pursuant to applicable California law and that
 5 **uncontrolled release is likely to result in needless intrusion of officer privacy;**
 6 **impairment in the collection of third-party witness information and statements**
 7 **and related legitimate law enforcement investigations/interests; and a chilling of**
 8 **open and honest discussion regarding and/or investigation into alleged**
 9 **misconduct that can erode a public entity's ability to identify and/or implement**
 10 **any remedial measures that may be required.**

11 Third, Defendants contend that, since peace officers do not have the same rights
 12 as other private citizens to avoid giving compelled statements, it is contrary to the
 13 fundamental principles of fairness to permit uncontrolled release of officers'
 14 compelled statements. *See generally Lybarger v. City of Los Angeles*, 40 Cal.3d 822,
 15 828-830 (1985); *cf.* U.S. Const., amend V.

16 Accordingly, Defendants contend that, without a protective order preventing
 17 such, production of confidential records in the case can and will likely substantially
 18 impair and harm defendant public entity's interests in candid self-critical analysis,
 19 frank internal deliberations, obtaining candid information from witnesses, preserving
 20 the safety of witnesses, preserving the safety of peace officers and peace officers'
 21 families and associates, protecting the privacy officers of peace officers, and
 22 preventing pending investigations from being detrimentally undermined by
 23 publication of private, sensitive, or confidential information – as can and often does
 24 result in litigation.

25 ///

26 ///

27 ///

28 ///

Without conceding Defendants' contentions above or to the confidentiality of any specific material, Plaintiffs agree that there is good cause for a Protective Order so as to facilitate discovery while preserving the respective interests of the parties, and while also providing an orderly framework for the resolution of any disputes regarding assertions of confidentiality or privilege.

2. DEFINITIONS

2.1 Action: this pending federal law suit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of the medium or how generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), as specified above in the Good Cause Statement, and other applicable federal privileges.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a Party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

1 2.9 Non-Party: any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a party
4 to this Action but are retained to represent or advise a party to this Action and have
5 appeared in this Action on behalf of that party or are affiliated with a law firm which
6 has appeared on behalf of that party, and includes support staff.

7 2.11 Party: any part to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying; videotaping; translating; preparing exhibits or
14 demonstrations; and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only
22 Protected Material (as defined above), but also (1) any information copied or
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or
24 compilations of Protected Material; and (3) any testimony, conversations, or
25 presentations by Parties or their Counsel that might reveal Protected Material.

26 ///

27 ///

28 ///

1 Any use of Protected Material at trial shall be governed by the Orders of the
2 trial judge. This Order does not govern the use of Protected Material at trial.

3 4. DURATION

4 Even after final disposition of this litigation, the confidentiality obligations
5 imposed by this Order shall remain in effect until a Designating Party agrees
6 otherwise in writing or a court order otherwise directs. Final disposition shall be
7 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
8 or without prejudice; and (2) final judgment herein after the completion and
9 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
10 including the time limits for filing any motions or applications for extension of time
11 pursuant to applicable law.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection under this
15 Order must take care to limit any such designation to specific material that qualifies
16 under the appropriate standards. The Designating Party must designate for protection
17 only those parts of material, documents, items, or oral or written communications that
18 qualify so that other portions of the material, documents, items, or communications
19 for which protection is not warranted are not swept unjustifiably within the ambit of
20 this Order.

21 Mass, indiscriminate, or routine designations are prohibited. Designations that
22 are shown to be clearly unjustified, or that have been made for an improper purpose
23 (e.g., to unnecessarily encumber the case development process or to impose
24 unnecessary expenses and burdens on other parties) may expose the Designating Party
25 to sanctions.

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
28 promptly notify all other parties that it is withdrawing the inapplicable designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
 2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 4 under this Order must be clearly so designated before the material is disclosed or
 5 produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
 8 documents, but excluding transcripts of depositions or other pretrial or trial
 9 proceedings), that the Producing Party affix at a minimum, the legend
 10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
 11 contains protected material. If only a portion or portions of the material on a page
 12 qualifies for protection, the Producing Party also must clearly identify the protected
 13 portion(s) (e.g., by making appropriate markings in the margins).

14 A Party or Non-Party that makes original documents available for inspection
 15 need not designate them for protection until after the inspecting Party has indicated
 16 which documents it would like copied and produced. During the inspection and before
 17 the designation, all of the material made available for inspection shall be deemed
 18 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
 19 copied and produced, the Producing Party must determine which documents, or
 20 portions thereof, qualify for protection under this Order. Then, before producing the
 21 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
 22 to each page that contains Protected Material. If only a portion or portions of the
 23 material on a page qualifies for protection, the Producing Party also must clearly
 24 identify the protected portion(s) (e.g., by making appropriate markings in the
 25 margins). Markings added to documents pursuant to this paragraph shall not obscure
 26 the content or text of the documents produced.

27 (b) for testimony given in depositions that the Designating Party
 28 identify the Disclosure or Discovery Material on the record, before the close of the

1 deposition all protected testimony. The court reporter must affix to each such
 2 transcript page containing Protected Material the “CONFIDENTIAL legend”, as
 3 instructed by the Designating Party.

4 (c) for information produced in some form other than documentary
 5 and for any other tangible items, that the Producing Party affix in a prominent place
 6 on the exterior of the container or containers in which the information or item is stored
 7 the legend “CONFIDENTIAL.” If only a portions or portions of the information or
 8 item warrant protection, the Producing Party, to the extent practicable, shall identify
 9 the protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 11 failure to designate qualified information or items as “CONFIDENTIAL” does not,
 12 standing alone, waive the Designating Party’s right to secure protection under this
 13 Stipulation and its associated Order for such material. Upon timely correction of a
 14 designation, the Receiving Party must make reasonable efforts to assure that the
 15 material is treated in accordance with the provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 18 designation of confidentiality at any time that is consistent with the Court's
 19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 21 resolution process under Local Rule 37.1 et seq.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on
 23 the Designating Party. Frivolous challenges, and those made for an improper purpose
 24 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 25 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 26 or withdrawn the confidentiality designation, all parties shall continue to afford the
 27 material in question the level of protection to which it is entitled under the Producing
 28 Party’s designation until the Court rules on the challenge.

1 6.4 Withdrawal of “CONFIDENTIAL” Designation. At its discretion, a
 2 Designating Party may remove Protected Material from some or all of the protections
 3 and provisions of this Stipulated Protective Order at any time by any of the following
 4 methods:

5 (a) Express Written Withdrawal. A Designating Party may withdraw a
 6 “CONFIDENTIAL” designation made to any specified Protected Material from some
 7 or all of the protections of this Stipulated Protective Order by an express withdrawal
 8 in writing signed by the Designating Party or Designating Party’s counsel (but not
 9 including staff of such counsel) that specifies and itemizes the Disclosure or
 10 Discovery Material previously designated as Protected Material that shall not longer
 11 be subject to some or all of the provisions of this Stipulated Protective Order. Such
 12 express withdrawal shall be effective when transmitted or served upon the Receiving
 13 Party. If a Designating Party is withdrawing Protected Material from only some of
 14 the provisions/protections of this Stipulated Protective Order, the Designating Party
 15 must state which specific provisions are no longer to be enforced as to the specified
 16 material for which confidentiality protection hereunder is withdrawn: otherwise, such
 17 withdrawal shall be construed as a withdrawal of such material from all of the
 18 protections/provisions of this Stipulated Protective Order;

19 (b) Express Withdrawal on the Record. A Designating Party may withdraw
 20 a “CONFIDENTIAL” designation made to any specified Protected Material from all
 21 of the provisions/protections of this Stipulated Protective Order by verbally
 22 consenting in court proceedings on the record to such withdrawal – provided that such
 23 withdrawal specifies the Disclosure or Discovery Material previously designated as
 24 Protected Material shall no longer be subject to any of the provisions of this
 25 Stipulation and Order;

26 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
 27 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”
 28 designation made to any specified Protected Material from all of the

1 provisions/protections of this Stipulated Protective Order by either (1) making such
 2 Protected Material part of the public record – including but not limited to attaching
 3 such as exhibits to any filing with the court without moving, prior to such filing, for
 4 the court to seal such records; or (2) failing to timely oppose a Challenging Party’s
 5 motion to remove a “CONFIDENTIAL” designation to specified Protected Material.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 8 disclosed or produced by another Party or by a Non-Party in connection with this
 9 Action only for prosecuting, defending, or attempting to settle this Action. Such
 10 Protected Material may be disclosed only to the categories of persons and under the
 11 conditions prescribed in this Order. When the Action has been terminated, a
 12 Receiving Party must comply with the provisions of section 13 below (FINAL
 13 DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a
 15 location and in a secure manner that ensures that access is limited to the persons
 16 authorized under this Order.

17 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 18 otherwise ordered by the Court or permitted in writing by the Designating Party, a
 19 Receiving Party may disclose any information or item designated
 20 “CONFIDENTIAL” only to:

21 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
 22 as employees of such Counsel to whom it is reasonably necessary to disclose the
 23 information for this Action;

24 (b) the officers, directors, and employees (including House Counsel) of the
 25 Receiving Party to whom disclosure is reasonably necessary for this Action;

26 (c) Experts (as defined in this Order) of the Receiving Party to whom
 27 disclosure is reasonably necessary for this Action and who have signed the
 28 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

- 1 (d) the court and its personnel;
- 2 (e) court reporters and their staff;
- 3 (f) professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 5 signed the “ Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 6 (g) the author or recipient of a document containing the information or a
- 7 custodian or other person who otherwise possessed or knew the information;
- 8 (h) during their depositions, witnesses, and attorneys for witnesses, in the
- 9 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
- 10 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
- 11 not be permitted to keep any confidential information unless they sign the
- 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
- 13 agreed by the Designating Party or ordered by the court. Pages of transcribed
- 14 deposition testimony or exhibits to depositions that reveal Protected Material may be
- 15 separately bound by the court reporter and may not be disclosed to anyone except as
- 16 permitted under this Stipulated Protective Order; and
- 17 (i) any mediator or settlement officer, and their supporting personnel,
- 18 mutually agreed upon by any of the parties engaged in settlement discussions.

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN

20 OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation

22 that compels disclosure of any information or items designated in this Action as

23 “CONFIDENTIAL,” that Party must:

- 24 (a) promptly notify in writing the Designating Party. Such notification shall
- 25 include a copy of the subpoena or court order;

26 ///

27 ///

28 ///

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulation and Order, the Receiving Party must immediately: (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons execute the Acknowledgement and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior
 2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 3 parties reach an agreement on the effect of disclosure of a communication or
 4 information covered by the attorney-client privilege or work product protection, the
 5 parties may incorporate their agreement in the stipulated protective order submitted
 6 to the court.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 9 person to seek modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 11 Protective Order no Party waives any right it otherwise would have to object to
 12 disclosing or producing any information or item on any ground not addressed in this
 13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing of Protected Material. A party that seeks to file under seal any
 16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 17 only be filed under seal pursuant to a court order authorizing the sealing of the specific
 18 Protected Material at issue. If a Party's request to file Protected Material under seal
 19 is denied by the court, then the Receiving Party may file the information in the public
 20 record unless otherwise instructed by the court.

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within 60
 23 days of a written request by the Designating Party, each Receiving Party must return
 24 all Protected Material to the Producing Party or destroy such material. As used in this
 25 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
 26 summaries, and any other format reproducing or capturing any of the Protected
 27 Material. Whether the Protected Material is returned or destroyed, the Receiving
 28 Party must submit a written certification to the Producing Party (and, if not the same

1 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
 2 (by category, where appropriate) all the Protected Material that was returned or
 3 destroyed and (2) affirms that the Receiving Party has not retained any copies,
 4 abstracts, compilations, summaries or any other format reproducing or capturing any
 5 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
 6 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
 7 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
 8 reports, attorney work product, and consultant and expert work product, even if such
 9 materials contain Protected Material. Any such archival copies that contain or
 10 constitute Protected Material remain subject to this Protective Order as set forth in
 11 Section 4 (DURATION).

12 Any violation of this Order may be punished by any and all appropriate
 13 measures including, without limitation, contempt proceedings and/or monetary
 14 sanctions.

15
 16 DATED: April 18, 2024

LEWIS BRISBOIS BISGAARD & SMITH LLP

17
 18
 19 By: /s/ *Lilit Arabyan*
 20 TONY M. SAIN
 21 ABIGAIL J. R. McLAUGHLIN
 22 LILIT ARABYAN
 23 Attorneys for Defendants,
 24 COUNTY OF RIVERSIDE, et al.
 25
 26
 27
 28

1 DATED: April 18, 2024

THE LAW OFFICES OF JOHN BURTON;
THE LAW OFFICE OF THOMAS C.
SEABAUGH

By: /s/ *Thomas Seabaugh*

JOHN BURTON

THOMAS SEABAUGH

Attorneys for Plaintiffs,

JONAS HEMMER, JH, by and through her
guardian ad litem Julie Hemmer, LINDA
HEMMER, and DENNIS HEMMER

11 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

13 Dated: April 24, 2024

14 

16 SHERI PYM

United States Magistrate Judge